



## **GENERAL TERMS AND CONDITIONS**

As agreed on 14-01-2010 by the general assembly of the Netherlands Au Pair Organisation (NAPO) and registered with the Chamber of Commerce under number 17165683.

These General Terms and Conditions apply to the NAPO au pair agency ( to be referred to as NAPB) and host family (the client) of NAPB.

Deviations on agreements between client and NAPB can only be made after obtaining written consent from NAPO.

### **Basic conditions:**

Regulations I

<http://www.napoweb.nl/download/toelatingseisen.pdf>

Regulations II

<http://www.napoweb.nl/download/gedragscode.pdf>

Regulations III

<http://www.napoweb.nl/download/richtlijnen.pdf>

Regulations IIIa

[http://www.napoweb.nl/download/huishoudelijke\\_werkzaamheden.pdf](http://www.napoweb.nl/download/huishoudelijke_werkzaamheden.pdf)

The above mentioned regulations have been made available through the NAPO website @ [www.napoweb.nl](http://www.napoweb.nl) . Copies of above mentioned regulations are also available through your NAPB.

### **Definitions:**

*Au pair:*

A foreign national aged 18 to 26 years old, unmarried, without the duty to care for children in his/her country of origin and in the possession of a clean criminal record. This person has been screened according to regulations II of NAPO (code of conduct);

*Host family:*

A family consisting of a minimum of 2 members and possessing adequate consistent means of income in accordance with current law. The host family has been screened according to regulations II of NAPO (code of conduct);

*NAPB:*

An au pair agency that is a/an (aspiring) member of the Netherlands Au Pair Organisation. In all cases where an NAPB is mentioned in these terms and conditions, it is assumed that this is the NAPB with which the host family has agreed to cooperate with;

*Au pair program:*

The host family invites the au pair to come to The Netherlands, consistent with the criteria as set out in regulations III (guidelines) of NAPO.

*IND:*

Immigration and Naturalization Service ([www.ind.nl](http://www.ind.nl));

### **Standards and criteria au pair program (further description of regulations III/guidelines):**

- a. An au pair joins a host family as part of a cultural exchange program. In exchange for, amongst others, room and board, pocket money and some secondary benefits, the au pair participates in the day to day activities of the host family. The activities which the au pair can partake in are limited to light household chores (see list light household chores as set by NAPO/ regulations IIIa) and/or care for children, without being made fully responsible for these tasks.
- b. The host family is not dependant on the au pair and has at all times – when desired– an alternative available for those activities/chores that are expected of the au pair.
- c. The host family has a duty to provide for the au pair and will at all times consider the au pair's well-being and will in no way trespass upon the au pair rules as determined by the Aliens Act of 2000, Aliens Act Implementation guidelines and other relevant rules and legislation.
- d. The host family will, in deliberation with the au pair, draw up an activity/chore schedule, prior to the au pair's arrival with the host family.
- e. The au pair will carry out the expected activities/chores (including a maximum of 3 nights of babysitting) during a maximum of 30 hours a week, spread out over a maximum of 5 days per week and a maximum of 8 hours per day. Agreeing to more than 30 hours a week is not allowed.
- f. The au pair is entitled to 2 full days off per week, once a month this must be a full weekend from Friday evenings 8 PM until Sunday evenings 12 PM.
- g. The au pair is not allowed to perform duties outside of the host family.
- h. The au pair's pocket money amounts to a minimum of € 300,00 per month and a maximum of € 340,00 per month. The maximum amount of pocket money has been determined by the Ministry of Finances.



- i. The host family sees to it that the au pair has a minimum of a private room in their home. This heated room has at least 1 window that can be opened, furthermore the room contains a bed, a table or desk and a chair, a TV and/or radio, amongst others. An au pair is not allowed to live or be housed at any other address than that of the host family. In such cases, the au pair will lose his/her au pair status and will become a working alien as described under the "The Alien's Employment Act" see note 1.
- j. The host family offers the au pair bath facilities.
- k. The au pair joins the host family for a consecutive period of a maximum of 12 months, after which the au pair should return to his/her country of origin.
- l. During the au pair's period of residence with the host family, he/she will always act in accordance with the house rules of the family and these house rules will (where possible) apply to all members of the family without distinguishing between the au pair and host family. The house rules will be made known to the au pair prior to his/her arrival in The Netherlands.
- m. The au pair is entitled to 2 weeks of paid leave per 12 months, or a pro rata portion for a shorter period of stay. The au pair should discuss any agreements with regard to paid leave, well in advance with the host family.
- n. The au pair should have the opportunity to partake in a course, in accordance with the family, the course will be paid by the host family to a maximum of € 270,00 per annum.
- o. The host family is responsible for procuring the proper insurance for the au pair which should cover a minimum of normal medical expenses, liability and repatriation. The insurance should be taken out by the host family, prior to the au pair's arrival and at least starting on the day of arrival of the au pair.
- p. Agreements between the au pair and the host family are registered in the au pair-host family agreement as supplied by the NAPB.
- q. The au pair-host family agreement has a minimum notice period of 2 weeks. Only in case of gross misconduct and/or after permission has been granted by the NAPB, can the parties deviate from this term.
- r. The NAPB will see to it that the host family and au pair have organized all matters adequately (in writing) prior to the arrival of the au pair in The Netherlands.
- s. The host family has an unconditional compulsory duty towards the NAPB, to inform the NAPB at once in case of any relevant changes. These relevant changes (first and

foremost) include: changes in the composition of the host family; changes in the host family's income and changes concerning the whereabouts of the au pair, such as the departure of the au pair from the host family.

- t. Even in case of planned departure of the au pair at the end of her stay with the host family, the host family will/shall at once inform the NAPB regarding the departure of the au pair from the Netherlands and shall, in case necessary, provide proof sustaining the au pair's departure from the Netherlands.

#### NOTE I:

The au pair program has been established according to different factors and criteria; if any of these factors or criteria are violated in any form, there will no longer be a host family-au pair relationship and the au pair will be considered a working alien according to "The Alien's Employment Act" (WAV). In such cases, the host family must obtain a work permit from the correct authorities and at least the minimum legal hourly wages as well as social premiums and employment and other taxes, must be paid.

#### NOTE II:

The au pair program is based on different legal criteria. Rules and regulations as established in the Aliens Act as well as the immigration rules of the IND are inextricably bound up with the rules and regulations as established by NAPO.

#### NOTE III:

An au pair is not a singular replacement for childcare; an au pair participates in the daily activities of the host family so as to become acquainted with a different lifestyle and culture. Participating in ALL daily activities of the host family by the au pair is essential for the au pair program.

#### NOTE IV:

All NAPO associated agencies will see to it that terms and conditions of the au pair program are met; if it comes to light that said criteria are not met or are in fact in violation of program rules, the NAPB is obliged to refuse further services and to act according to article 6 of these terms and conditions.

#### **Basis for service by an NAPB:**

1. By entering into cooperation with an NAPB, the client agrees to all present rules, regulations and terms and conditions, without any exception whatsoever.



2. The host family must register with an NAPB according to the criteria as stipulated by NAPO (see also regulations II/code of conduct). Apart from an application form, a “dear au pair letter” and photos of the host family, an agreement must also be signed by the host family in which the host family declares that they will adhere to the criteria of the au pair program. Furthermore, the host family should be able to provide adequate proof of identification, as well as at least one reference.
  3. Even though all the information as provided by the au pair is checked as far as possible/applicable, the NAPB is not liable in any fashion for the correctness and accuracy of the information and data as provided by the au pair.
  4. In the event a Provisional Residence Permit (MVV) needs to be obtained, this application will be performed by the NAPB without any exceptions as decided by the Immigration Services (IND).
  5. The host family is responsible for delivering all documents required for the MVV application complete and on time. These are: all relevant information and documents with regards to income, composition of the host family and property - as far as these are essential for obtaining an MVV within the shortened IND procedure. This will be assessed by the NAPB.
  6. Obtaining an MVV and/or visa and/or residence permit and the evolving costs are all at the host family’s own expense and risk.
  7. The host family agrees to pay both the visa fees and fees for the shortened procedure up front to the NAPB by means of direct collection or invoice, as determined by the NAPB and enclosed in the cost overview.
  8. All information regarding the au pair and the host family must be handled by the NAPB and/or its agent(s) abroad.
  9. An NAPB has the right to replace an au pair with another family if the host family does not adhere to the criteria of the au pair program. In such a case, the NAPB is under no obligation to offer a replacement au pair to the host family and is entitled to discontinuing the cooperation unilaterally without any form of payment or compensation towards the host family.
  10. A host family has the right to request a replacement au pair from the NAPB if the au pair does not adhere to the au pair program and/or there are problems between the host family and the au pair and/or if there is simply no “match” between the host family and the au pair. If such a situation arises, the family should immediately contact and inform the NAPB. The different parties will consult to attempt to come to a solution and a 2 week period notice must be taken into account. During those 2 weeks the NAPB will try to arrange a new host family for the au pair. If the NAPB is unable to replace the au pair, the host family must pay for the au pair’s return travels to his/her home and country of origin.
  11. If the au pair opts to terminate the cooperation, a 2 week notice period must also be adhered to. The NAPB should also be immediately notified in this situation. If replacement is not possible, the au pair will have to pay for his/her own return to his/her home and country of origin.
  12. If the au pair leaves before the end of his/her agreement, NAPO advises the host family to draw up “an agreement of premature termination” and to have the au pair sign it. An agreement of this type can also be obtained through the NAPB.
  13. If the host family requests a replacement au pair because of premature termination of the agreement by a previous au pair, the NAPB is obliged to cooperate. The NAPB can deny the request if the premature termination of the agreement by the au pair is due to a reproachable mistake by the host family.
  14. An NAPB will at all times retain its right to terminate cooperation with the host family without any further motivation. If such termination by the NAPB takes place, the host family will not be charged any additional costs.
- Rights and Duties of the NAPB and her Client**
15. Once the client and NAPB have come to an agreement leading to an assignment, the NAPB shall commence action to fulfil the assignment. The NAPB will keep the client informed as to any relevant developments pertaining to, or as a result of the assignment.



16. The NAPB sees to it that the au pair travels to The Netherlands in accordance with all legal requirements and conditions. This includes informing the au pair (if possible via the agent of the NAPB in the au pair's country of origin) regarding the criteria of the au pair program. The NAPB will also inform the au pair in this manner regarding the necessary documents that are required for a legitimate stay in The Netherlands.
17. At the NAPB's initial request, the host family must be able to produce an insurance policy covering the au pair. This policy must commence at the latest on the au pair's first day of arrival in The Netherlands.
18. An au pair requiring a visa must be in possession of a return ticket (bus/airplane) in order to be able to return home at all times to his/her country of origin. Depending on the agreements made, the cost of such a ticket can be borne by either the au pair, the host family or both parties. The above mentioned ticket is valid for a maximum period of 365 days.
19. Within 3 (working) days upon arriving in The Netherlands, the au pair must be registered at the municipality in the host family's town of residence. The host family will inform the NAPB when registration has been finalized with the municipality.
20. Where necessary, the terms and conditions that are a result of the Aliens Act and immigration requirements of the IND, should apply.
21. The NAPB will keep in contact with client and au pair after arrival and will provide both parties with support in case of questions and/or problems.
22. Au pair and host family will both decide which (language) course he/she wishes to follow; the days and times of such a course will also be established in harmonious agreement with the au pair and host family.
23. The au pair has the right to participate in the centrally organized "National NAPO Au Pair days", as well as having the right to attend events organized by the NAPB.
24. The NAPB has the right if necessary and there where given mandate by the host family, to log the information of the host family/client and the au pair into a central information system under the supervision of NAPO. Information in this central system can only be accessed by NAPO and/or by the organisations that are members of NAPO.

The NAPB is obliged to provide this information to NAPO and is responsible for the accuracy of the information provided. The information obtained will be treated according to the Protection of Personal Information Act (WBP) and is governed by the terms and conditions established by the Board of Protection Personal Information (CBP)

25. The IND and/or other governmental institutions can ask the NAPB to submit information about the host family/ client and the au pair should the governmental institution deems such necessary for the right interpretation of her public tasks. Where necessary, the host family and/or au pair will give permission to the NAPB to submit requested information.
26. An NAPB is an organisation that offers its services based on advice and mediation between host families and au pairs. As such, any liability as a result of non-agreement of the au pair and/or client, either towards each other or the NAPB, is specifically excluded.
27. The NAPB cannot be held liable for the failure of an au pair to arrive on time. Any costs that are the result of such a delay or cancellation will be fully the responsibility and risk of the client.
28. Any and all liability of the NAPB regarding any (financial) or other damage towards the host family as a result of the actions or stay of the au pair with the host family, is specifically excluded
29. The NAPB retains the right to charge the au pair a bond in order to ensure fulfilment of the conditions agreed upon. Such a bond will be returned to the au pair at the end of his/her rightful stay, after first deducting any charges incurred, if applicable.

#### **Fees and rates:**

30. The cost for mediation/(re)placement as charged by the NAPB are one-off. An NAPB is independently authorised to establish these rates. The current fees of the individual NAPB are attached to these terms and conditions.
31. The fees of the NAPB will give insight into the cost of: registration, placement of the au pair, program cancellation by the client, extra services provided, a replacement au pair (where applicable) during the period of cooperation with the current au pair, as well



- as all other rates and fees that the NAPB wishes to make known.
32. The following conditions apply for payment fees as charged by the NAPB :
    - To be determined by the NAPB and as described on the rates overview of the NAPB;
    - An NAPB can decide to have the complete fee for their services, paid in instalments..
  33. An NAPB is authorized to request a direct debit from its clients.
  34. If a client fails to make a full payment of the invoice(s) provided by the NAPB, this could lead to a delay or cancellation of services and/or arrival date of the au pair. Extra costs as a result of such a delay or cancellation are fully the responsibility of the client/host family.
  35. If a client does not meet his/her payment requirements within the set time frame and the NAPB must send a reminder and/or final notice, the client will be obliged to pay the NAPB an extra €20 per incident.
  36. If the NAPB is forced to forward an outstanding claim (including the costs of a reminder or final notice) to a third party, the NAPB is entitled to charge the client a 1.5 % late payment interest fee per month or portion of the month as well as a 15 % collecting fees (with a € 75 minimum). Apart from these claim collecting fees, all other charges incurred as a result of late payment including any necessary legal fees, will be charged to the client.
  37. In such cases where the NAPB is forced to pass an outstanding claim on to a third party, the NAPB is authorized to report this in the central information system as mentioned in article 21 of these terms and conditions.
  38. All fees and rates as listed by the NAPB include value added tax (BTW) as required by law.
41. As a member of NAPO, the NAPB has complied unconditionally with the NAPO's committee of arbitration..

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#### **Governing Law:**

39. If as a result of legislation or legal sentencing one or more provisions of these terms and conditions is considered (partly) null and void, the remaining terms and provisions shall be unimpaired.
40. These terms and conditions are solely governed by Dutch Law.